

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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**REQUEST FOR PROPOSAL-Secondary  
Notice to Prospective Proposers**

July 10, 2007

You are invited to review and respond to this Request for Proposal (RFP), entitled 8CA06028, Scientific Literature Review. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/](http://www.ols.dgs.ca.gov/) standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of Department of Forestry and Fire Protection (CAL FIRE), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Elizabeth Garcia  
Department of Forestry and Fire Protection  
(916) 323-3827  
Business Services, Contracts Office  
(916) 323-3827  
[elizabeth.garcia@fire.ca.gov](mailto:elizabeth.garcia@fire.ca.gov)

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Elizabeth Garcia  
Contract Analyst

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

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## A) Purpose and Description of Services

### 1) Overview

The State Board of Forestry and Fire Protection (hereafter “Board”) has statutory responsibility for a comprehensive set of Forest Practice Rules that govern the planning and conduct of timber operations on private and State-owned timberlands in the State. Specific provisions of the rules, the rules for Protection and Restoration in Watersheds with Threatened or Impaired Values (termed the Threatened or Impaired, or T/I rules, under 14 CCR §§ 916.9, 936.9, and 956.9) are intended to provide protection for anadromous salmonids. The T/I rules have been adopted on an interim basis and are currently scheduled to expire at the end of December, 2008. The Board has indicated its desire to fully evaluate the provisions of the T/I rules in connection with the potential amendment, repeal, and/or extension of the T/I rules on a permanent basis.

Concurrently, as a consequence of the listing of the coho salmon as a threatened species under the California Endangered Species Act, the California Department of Fish Game in conjunction with the California Department of Forestry and Fire Protection, landowners and scientific experts, has been directed by the Fish and Game Commission to monitor and review existing timber harvesting regulations for the protection of Coho salmon. This situation also warrants consideration by the Board of the T/I rules.

The Board also has statutory requirements for review of its regulations. Public Resource Code 4553 requires the Board to continuously review and revise regulations to ensure regulatory effectiveness.

The Board has found that consideration of the T/I rules necessitated by the above circumstances will require current scientific knowledge on which to base its decision-making. The scientific literature review (Project) described herein is expected to provide the highly credible and current information needed by the Board to determine effectiveness, necessity, amendments, and any additional extension or permanent adoption of the T/I rules.

### 2) Problem Statement and Goal

**Problem Statement** - Regulations for the protection of anadromous salmonids fish species (salmon) during commercial forest management activities (Protection and Restoration in Watersheds with Threatened or Impaired Values (termed the Threatened or Impaired, or T/I rules, under 14 CCR §§ 916.9, 936.9, and 956.9) expire at the end of December, 2008. The regulations contribute to the protection of certain endangered fish species. To ensure continuing regulatory protection of anadromous salmonids, the Board needs to fully evaluate the current scientific information on forest management effects on salmonids and riparian forest habitat for these species. This evaluation is being conducted in part by reviewing scientific literature as part of this contract. The review will provide information for the Board for potential amendment, repeal, and/or extension of the T/I rules on a permanent basis. These regulatory amendments are intended to ensure appropriate protection of salmonids during forest management activities.

**Goal** - The goal of the Project is to identify information that contributes to the Board's decision-making process for rules for the protection and restoration of anadromous salmonids, domestic water uses, and related issues addressed in the rules “*Protection and Restoration in Watersheds with Threatened or Impaired Values*” (14 CCR 916.9, 936.9, 956.9). The information to achieve the goal will be generated from a methodical scientific review of recent information on forest management effects on riparian zones that support anadromous salmonids. The Project is intended to result in summaries of literature reviewed, answers to “Key Questions”, and a synthesis of literature review findings for each riparian function. The Board will use these results to evaluate the existing rules and the effects of commercial timber operations on anadromous salmonids.

### 3) Project Description

The Project is an independent scientific literature review of technical literature related to forest management effects on five different Riparian Exchange Functions in riparian zones that support anadromous salmonids in California. The five Riparian Exchange Functions are the following:

#### Riparian Exchange Functions which are the subject of the literature review

- Biotic and Nutrient Riparian Exchange Function

- Coarse Woody Debris Riparian Exchange Function
- Heat Riparian Exchange Function
- Sediment Riparian Exchange Function
- Water Riparian Exchange Function

Use of the Riparian Exchange Function concept as basis for the literature review was developed by scientists appointed by the Board to develop this Project (termed Technical Advisory Committee, or TAC). The concept suggests that riparian areas support continuous ecosystems processes and function, and that these change in response to biotic and abiotic inputs. Changes to function from forest management can directly affect (both positively and negatively) habitat, life cycle conditions for anadromous salmonids, and the life web for salmonids. While these functions are all connected processes in the riparian ecosystem, focusing on effects to specific functions provides a manageable format for review and analysis of scientific literature.

The Project requires the Proposer to select appropriate literature, review literature, discuss/document literature findings, and present finding for each Riparian Exchange Function as described below:

- Appropriate articles will be selected for the literature review as described in Task 2 and Appendix F. Articles selected will help answer “Key Questions” about forest management effects on the riparian function. Preferred literature to be included is peer reviewed (or meets criteria provided for non peer reviewed literature), published after 1996, and is physically and geomorphically similar to conditions in California.
- Individual articles will be reviewed and information for articles will be summarized in a designated format (see Task 3 and Appendix G).
- A summary and synthesis of all articles will be made for each Key Question (see Task 4).
- A presentation will be made to the Board of the Project (see Task 5).

For the purpose of this Project, the literature review will be focused on forest management effects directly associated with or occurring in riparian areas. Forest management activities of primary concern are those directly occurring in the riparian area such as tree harvesting stream buffer strips, equipment encroachment, road crossings, buffer strip surface vegetation disturbance from site preparation or prescribed burning, riparian restoration, and water drafting. Effects of forest roads on the Riparian Exchange Functions is not the major focus of the literature review. While it is clearly recognized that roads have in the past and continue to have identifiable effects, the extensive literature and breadth of review needed is beyond the scope and financial capacity of this contract. It is desired to have limited review of roads for this contract, and particularly to limit the review to the direct effects of roads located within riparian areas.

#### 4) Technical Advisory Committee

The Board has appointed a Technical Advisory Committee (TAC) on Riparian Forests to serve as scientific advisors during the literature and its presentation to the Board. The TAC’s primary charge is to organize a literature review of pertinent scientific literature on which to base discussions of riparian forest management rules necessary to protect endangered and threatened species. Specific actions by the TAC include recommendations for the development of the contract Scope of Work (SOW) and Key Questions, and preparation of the initial list of literature to be reviewed and “Primers” for the Key Riparian Functions. The TAC will work through the Board Contract Representative to provide technical assistance to oversee successful completion of the Project.

Listed below are the TAC members:

**Ms. Charlotte Ambrose**, Biologist, National Marine Fisheries Service, Santa Rosa. Ms. Ambrose is the North Central California Coast Recovery Domain Coordinator and is responsible for the development of federal recovery plans for Chinook, coho salmon and steelhead. She is currently the NMFS liaison to the Board of Forestry and has been working on forestry issues for NMFS since 1999.

**Dr. Marty Berbach**, Wildlife Biologist, California Department of Fish and Game, Sacramento. Dr. Berbach is the DFG liaison for forestry practices, has worked on forestry issues since 1991 and is currently specializing on forest bio-politics.

**Mr. Pete Cafferata**, Forest Hydrologist, California Department of Forestry and Fire Protection, Sacramento. Mr. Cafferata, a Registered Professional Forester, is the lead staff person for the Board of Forestry and Fire Protection's Monitoring Study Group, which has developed several programs to evaluate the effects of timber operations on water quality in California.

**Dr. Ken Cummins**, Professor Fishery Biology, Humboldt State University, Arcata. Dr. Cummins is the Co-Director, Institute for River Ecosystems, and Senior Advisory Scientist for the California Cooperative Fishery Research Unit.

**Dr. Brian Dietterick**, Professor Hydrology and Watershed Management, California Poly State University, San Luis Obispo. Dr. Dietterick is the Director of the Swanton Pacific Ranch of the College of Agriculture and Natural Resources.

**Dr. Cajun James**, Principal Research Scientist for Sierra Pacific Industries, Whitmore. Dr. James is conducting long term watershed research studies in the Sierra Nevada and Southern Cascades to determine the effectiveness of different riparian buffer characteristics on biological diversity, near stream microclimate, and water quality.

**Mr. Gaylon Lee**, Senior Engineering Geologist, State Water Resources Control Board, Sacramento. Mr. Lee is the SWRCB liaison for forest and rangeland practices, and has worked on forestry issues since 1986. He led initiation of the State's program to monitor implementation and effectiveness of non-Federal forest practices.

**Mr. Gary Nakamura, TAC Chair**, Forestry Specialist, University of California Cooperative Extension, Redding. Mr. Nakamura is the Co-Chair of the CDF Demonstration State Forest Advisory Group, and serves forest landowners, professional foresters and resource managers, teachers, students, and interested publics with an array of forestry education programs. Mr. Nakamura is Registered Professional Forester.

**Dr. Sari Sommarstrom**, Watershed Scientist, Sari Sommarstrom & Associates, Etna. Dr. Sommarstrom has consulted on a variety of watershed subjects since 1976, with one specialty being in sediment-related effects and mitigations.

**Dr. Kate Sullivan**, Manager of Hydrology and Aquatic Sciences, Pacific Lumber Company, Scotia. Dr. Sullivan leads the watershed science and monitoring programs on Pacific Lumber Company lands in Northern California.

**Dr. William Trush**, CEO and Senior Ecologist, McBain & Trush Inc., Arcata. Dr. Trush is an adjunct professor to the Humboldt State University Fisheries Department, directs a stream restoration plan for Los Angeles Department of Water and Power, and is a member of the County of Humboldt Extraction Review Team.

**Dr. Michael Wopat**, Senior Engineering Geologist, California Geological Survey, Redding. State-registered Professional Geologist, State-Certified Hydrogeologist and Engineering Geologist (CEG). Dr. Wopat has been the CGS member of the Redding Inter-Agency THP Review Team since 1999, focusing mainly on issues related to geomorphology (mass movement and erosion) and hydrology.

### **Primers**

Over the past 40 years, an extensive and rich scientific literature has developed regarding all aspects of the interaction of riparian forests with streams and their biota. There are many widely understood and non-controversial points of understanding that represent the state of knowledge of riparian forest management. There remain aspects of the physical or biological processes that are less well understood, as well as regional patterns pertinent to California that are not as well documented.

In view of the scientific history, the TAC has developed a set of "Primers" for each riparian function that provide a summary of the general status of knowledge of transfers between the biotic and abiotic factors within streams and their adjacent forests. These Primers are intended to set forth the generally agreed upon scientific understanding of

forest management effects on the Riparian Exchange Functions. They are themselves a resource to the Board in its consideration of the T & I rules. With the primers accepted as the basis for understanding, the literature review by the Contracting Entity can focus on elements of these topics that are less well studied, explore unresolved questions or management relationships, and present on information that pertains specifically to California forests, streams, and biota. The TAC's task in this regard has been made easier by several excellent and comprehensive review articles that have been published on these subject areas in recent years.

In addition to the Primers representing the TAC's consensus opinion of current, widely accepted knowledge of forest management effects on the Riparian Exchange Function, they are a baseline information report to minimize review of literature that is well understood. The Primers were also used to generate Key Questions. Key Questions were developed when there is not broad consensus or widely accepted knowledge on the relevant topics.

Finally, the TAC has been documenting points of general interest and TAC member observations regarding the Project in a "Meta Primer". The Meta-Primer, is a repository for issues and comments outside the scope of the TAC, riparian zone forest management practices. These issues and comments will be part of the TAC's final report to the Board, providing context for this literature review effort.

### **5) Delivery of Services**

This proposal will allow one or multiple proposals to be selected for the contract award, which means a single proposer may be awarded one or multiple awards. This will ensure selection of the most qualified expert for literature review of each Riparian Exchange Function.

A proposer may elect to deliver one or all five (5) riparian function literature reviews. For example, a proposer may elect to contract for delivery of the Sediment Riparian Exchange Function literature review only or a proposer may elect to contract for delivery of any combination thereof from the five (5) stated functions listed on page 4 of this proposal. Proposers should clearly state which literature reviews they intend to deliver. Successful proposers will be required to complete all Tasks related to the Riparian Exchange Function literature reviews they propose.

### **6) Work Statement and Deliverables**

Project Tasks and deliverables required for each Riparian Exchange Function are described below. Five separate Tasks are listed. Proposers must complete all Tasks for the Riparian Exchange Functions which they intend to contract.

#### **Task 1. Administration**

This Task provides a description of the administrative tasks including designation of contracting representatives, payments for deliverables, consultation requirements, contract revisions under this agreement, completion time frame, and maximum contract value.

Task 1.1 **Proposer:** Proposer will assign a Representative with authority for all Tasks, amendments to the contract, and financial responsibilities.

Task 1.2 **Proposer consultation with Board contract representative:** Proposer shall meet with Board representatives by phone or in person periodically during the contract at an estimated rate of two times per month for purposes of Project coordination, progress check, and quality control.

Task 1.2.1 **Proposer consultation with Board contract representative during initial riparian function literature review:** Proposer will meet with Board representative at approximately the half way point of completion of the initial riparian function literature review conducted by the Entity. The purpose of this is to ensure project goals are being met on the first riparian function and clarify expectations, results and provide direction for subsequent riparian function reviews within the contract.

- Task 1.3 **Revisions and amendments:** The Board representative may request contract revisions and amendments for purposes of improving Proposer conformance with Project Tasks or for purposes of adding additional Tasks or Deliverables. Revisions shall be performed by Proposer. Amendments shall be by mutual agreement.
- Task 1.4 **Completion Time Frame:** The Board prefers the contract be completed with a three month time frame.
- Task 1.5 **Maximum Contract Value:** The maximum contract value for completion of all Tasks of the Project, for all Riparian Exchange Functions reviews, is estimated to be \$50,000. The maximum values would include any amendments mutually agreed upon and any administrative/overhead fee incurred by the Proposer. Additional funding for mutually agreed upon tasks/amendments may be proposed by CAL FIRE.

**Deliverable:**

- Assignment of Proposer per Task 1.1
- Meeting with Contract Representative per Task 1.2 and 1.2.1
- Projects completion within three month time frame from award date.

**Task 2. For each Riparian Exchange Function, identify and obtain relevant literature to be reviewed.**

The goal of this Task is to ensure that a comprehensive compendium of literature is obtained and reviewed and all literature is relevant to the goal of the Project. The Board intends to include a wide breadth of literature as part of the review. This includes peer reviewed, non peer reviewed (certain gray literature including monitoring results, pilot projects, resource assessments, and conference proceeding etc.), and master's and doctoral research.

Additionally, the TAC found it necessary for efficiency to narrow the potential scope of literature to be reviewed. To help this goal, the TAC has written a "Primer" of well agreed upon scientific information regarding the riparian function which is intended to provide a starting point for literature review. The Board does not want to review literature that has wide consensus among professionals. The purpose of the Literature Review is to review articles that contribute knowledge to topics for which there is not well agreed upon scientific information. By establishing a "starting point" the Board desires to avoid reviewing unnecessary literature, and focus on literature that reveals new findings, refutes conventional knowledge, or supports hypotheses.

This Task includes review by the Proposer of the Primer and making critical comments and edits to validate the Primer.

Note: The Board may assist in procuring or providing selected literature and in creating a bibliographic format for listing procured documents as required in Tasks 2.3 to 2.5. The Board has obtained electronic copies of approximately 80% of the literature to be reviewed as part of this contract as listed in the Appendix A-E "Initial List of Literature for Review".

Literature obtained and reproduced as part of this contract is not intended to violate any copyright restrictions as stated in the literature by the author, publisher, or other entity with copyright authority. Contractor is not required as part of this contract to reproduce or otherwise use any literature with copyright restrictions.

**The Proposer shall:**

- Task 2.1 Review the Primer in the Appendices for the respective riparian function. Provide suggestions for edits that clarify, refute, or add relevant information contained in the

Primer. Upon approval by the Contract Representative, revise the Primer to reflect changes.

**Task 2.2** Prepare a written assessment of the preliminary lists of literature compiled by the Board for each Riparian Exchange Function in Appendices A-E. The assessment shall address completeness, relevance and adequacy towards meeting the goal of the Project, and contribution towards answering the Key Questions. Identify any listed literature in Appendix A- E which is not relevant to the Project Goal. The assessment should use the revised Primer as a basis for addressing the completeness of the list.

**Task 2.3** Identify and revise lists in Appendix A-E to best meet the Project Description, Project Goal, and Key Questions. Consider files submitted by the public as part of a Board public information request. Use Appendix F: Literature Screening Criteria, for selecting articles and provide written documentation of criteria used for inclusion or exclusion of articles. Provide written documentation of articles that were submitted to the Board for consideration by the public, but were rejected based on the application of the Screen Criteria in Appendix F. Document/list literature included using a format similar to *Microsoft End Notes* as shown in Appendices A-E. Proposer will consult with Contracting Representative in selecting additional articles for review as part of the monthly consultation described in Task 1.3.

The amount of additional relevant articles to be reviewed by the awarded contractor will be limited to approximately 25% of the initial lists. These additional articles to be included in the Project will be selected and obtained by the Board for inclusion in the project within 14 days of the contract award, unless otherwise mutually agreed.

**Task 2.4** Upon approval of Board Contract Representative, obtain all literature in Appendices A-E.

**Task 2.5** Submit one printed copy of literature reviewed as listed in Appendices A-E and provide a CD of same material. Compiled literature shall have a cover, index of literature in bibliographic format, and pagination.

**Deliverable:**

- Review of Primer, suggest changes, and Revised Primer. Provide Primer in hardcopy and CD.
- Assessment of the preliminary list of literature compiled by the Board in Appendices A-E.
- Documentation of article rejected using the Screening Criteria.
- Final list of literature to be reviewed (revised Appendices A- E).
- Paper copy and CD of compendium of literature reviewed.

**Task 3. For each Riparian Exchange Function conduct literature reviews.**

The Goal of this Task is to perform review of scientific literature identified in Task 2 (Identify and obtain relevant literature to be reviewed) for each Riparian Exchange Function. The literature review documentation should focus on providing answers and information for the Key Questions for each riparian function.

**The Proposer shall:**

**Task 3.1** Review the literature for each article listed in the final list of articles as established in Task 2.4 for each individual scientific article, document the review as shown in Appendix G: Literature Review Format. Literature review documentation should be entered and formatted using MS Access Database or similar database programs. Proposer shall propose and describe the methodology, fields, and query terms for

database format. Board Contracting Representative shall approve the database format prior to any literature review documentation described in this Task.

**Deliverable:**

- Propose and describe the methodology, fields, and query terms for database format.
- Completed literature review for each scientific article listed in Appendices A-E using a database format in Appendix G.
- Provide hard copy and CD format of compilation of all Appendix G literature reviews.

**Task 4: For each Riparian Exchange Function Key Question, provide a synthesis of literature reviewed.**

The required literature reviews outlined in Task 3 will result in many articles individually reviewed for each Key Question for each Riparian Exchange Function. To help the Board better understand the full breath of the articles reviewed, the Proposer will provide a synthesis of all articles reviewed for each Key Question under each Riparian Exchange Function.

Key Questions are generally formatted with “overarching Key Questions” followed by “sub- Key Questions”. The sub-Key Questions are written to generate detailed answers for specific components of the overarching Key Question.

**The Proposer shall:**

Provide a synthesis of aggregate articles reviewed for each overarching Key Question. The synthesis must include answers or provide a response to each sub-Key Question. The synthesizes shall be documented in printed and CD format.

The synthesis for the overarching Key Question shall include the Proposer’s description of:

- Task 4.1 All findings and conclusions from articles reviewed for each Key Question. Include the contractor’s statement, perspective and conclusions, supported by the literature reviews in this project, on the status of scientific knowledge for the Key Question. Such conclusion would include appropriate management action for riparian buffers widths necessary to ensure proper function and other management actions valuable to sustaining riparian functions.
- Task 4.2 Answers or response to each sub-Key Question;
- Task 4.3 Extent to which literature findings lead to a uniform conclusion, and are consistent or inconsistent with each other.
- Task 4.4 Extent to which aggregate literature findings are generally reliable and specifically applicable to the Key Question.
- Task 4.5 Topics or answers to Key Questions for which additional research is needed to better answer questions or achieve Goal of Project.
- Task 4.6 Revise the deliverables in Tasks 4.1. to 4.5 following input and instructions from the Contracting Representative in consultation with Technical Advisory Committee.

**Deliverable:**

- Synthesis of all articles reviewed for the overarching Key Question as described in Tasks 4.1. to 4.4.
- Additional questions or research needed to better achieve Project Goal.

**Task 5: Prepare and present final submission of all Project Tasks**

The Board envisions all completed literature review components of the Project will be consolidated into a single report and the report will be presented in printed/CD and orally to the Board in the manner described below.

**The Proposer shall:**

- Task 5.1 Upon completion of the Project, provide two printed copies and CDs of the entire project deliverables. The completed project report shall have and be organized with a cover, table of contents, Executive Summary and all other required deliverables.
- Task 5.2 Upon completion of the Project, report in person, as assigned, on the outcome of the Project. The oral presentation shall include a written Executive Summary of the entire Project; overview of the methodology used by the Proposer, summary of Task 4., and recommendation for additional needs to better achieve the Project Goal.
- Task 5.3 Appear in person, be available to respond to questions, and participate in the Board's "Technical Specialist Forum". Attendance at the Forum will be limited to an 8 hour period.

**Deliverable:**

- (2) completed sets of Project deliverables in printed copy and CD containing all deliverables for all Riparian Functions
- Oral presentation of Task 5.2
- Attendance and interaction at a one day/8 hr. Technical Specialist Forum.

**B) Minimum Qualifications for**

**General**

The Minimum Qualifications section is a Pass/Fail evaluation and is designed to determine if the proposers have the staffing and operational capabilities required to meet CAL FIRE'S expectations. To pass, proposers must be able to answer YES to ALL of the following Questions and provide the required documentation. If a response is checked YES and no documentation is provide for that response it will not be counted and the proposers will be rejected.

The proposers are intended to be highly qualified and experienced professional scientists with Doctorate degrees, or equivalent experience, in the fields of watershed sciences, geology, anadromous fish biology, stream ecology or related physical science fields. Typical desired qualifications of the proposers include employment as 1) a professor at a university, 2) an independent professional consultant, or 3) a consultant employed by a professional firm with forest riparian function expertise. Proposers will have backgrounds that include multiyear of field experiences, published peer reviewed scientific studies in the above fields, and have previous literature review experience. Professional firms employing such individuals are also eligible proposers. Successful proposer will be able to accomplish all Tasks during the 2007 calendar year.

**Note :** if you are intending to use subcontractors, to meet the minimum requirements you must provide the name and qualifications of the subcontractor , and how the subcontractor fulfills the requirements.

1. CAL FIRE is requiring that the work (all Tasks except 5.4) be completed by no later than December 15, 2007, unless mutually agreed by both parties. Assuming that the work begins on September 24, 2007, the proposer that is awarded the project(s) will have approximately three months to do all described Tasks. Do you or your company have the staff and capacity or have the ability to bring in the desired individuals to do the work delineated in the above period?

YES \_\_\_\_\_ No \_\_\_\_\_

If yes, provide a description of the qualifications of person who will complete the work, and rational demonstrating the person's or firm's to meet the time frame. Qualification of a proposer

or proposing firm should include proof that the proposer, firm, or person intended to be hired by the firm (subcontractors) are in good standing and qualified to conduct business in California. Proof should include business licenses, professional certifications, other credentials, resumes, and references for each major participant (including administrators or other project managers, and a description of the lead personnel and supporting personnel, by classification and title, and their qualifications to perform work on this project.

If subcontractors will be used to provide services, along with their identification, role and qualifications, include the portion and monetary percentages of the work to be done by the subcontractors. Additionally, provide how they were selected and why, resumes of each major subcontractor, and a description of what work subcontractor will do and how subcontracted work will be controlled, monitored and evaluated.

2. Does the proposer have an established record of written pertinent material, which is either published with peer-reviewed or other unpublished pertinent written work, in the selected (or general) riparian function area (e.g. Wood Riparian Function or general riparian issues)?

YES \_\_\_\_\_ No \_\_\_\_\_

If yes, list publications and include copies of at least two publications that support your capability to achieve the Project Goal.

3. Has the proposer completed research/scholarly work in California or work in other locations relevant to California.

YES \_\_\_\_\_ No \_\_\_\_\_

If yes, list research/scholarly work and locations where work has been done and include written documentation of the work that supports your capability to achieve the Project Goal.

4. Does the proposer have an acceptable record of timely response to contracted tasks, proposal, and/or journal review?

YES \_\_\_\_\_ No \_\_\_\_\_

If yes, provide documentation of the projects which contain product delivery dates and the corresponding accomplishment dates/product delivery dates type completed by you for those projects.

### C) Proposal Requirements and Information

#### 1) Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time*</u>
RFP available to prospective proposers	July 10, 2007	
Written Question Submittal Deadline	July 23, 2007	4:00 p.m.
Optional Pre-proposal Conference	July 30, 2007	10:00 a.m.
Final Date for Proposal Submission	August 13, 2007	4:00 p.m.
Proposal Evaluation Process	August 17 -August 21	
Mandatory Evaluation Process Meeting	August 22-24	
Notice of Intent to Award	September 3, 2007	
Proposed Award Date	September 10, 2007	
Proposed Agreement Commencement	September 24, 2007	
Termination of Agreement	May 30, 2008	

**1) Optional Pre-Proposal Conference**

- a) An optional pre-proposal conference is scheduled for July 30, 2007 at 10:00 AM at the California department of Forestry and Fire Protection office at 1300 U St., Sacramento California for the purpose of discussing concerns regarding this RFP. Conference may be attended using a conference call line to be established by CALFIRE for the meeting.
- b) In the event a proposer is unable to attend the optional pre-proposal conference, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company.
- c) For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-proposal conference. The Contractor must call Elizabeth Garcia at 916-323-3827 no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for a reasonable accommodation.

**2 . Mandatory Evaluation Process Meeting**

Proposers who submit proposals will be required to meet with CALFIRE prior to award during the week of August 22-24<sup>th</sup>, 2007. The purpose of the meeting is to provide the evaluation team an opportunity to interview potential awardees regarding their proposal. Conference may be attended using a conference call line to be established by CALFIRE for the meeting.

**3) Work Plan and Work Schedule Requirements**

The proposer shall develop a work plan or schedule for Task 1-5 listed in the Work Statement and Deliverables for each Riparian Exchange Function the proposers intends to do. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

Include discussion of the plan for use of any subcontractors, if this is part of the proposal.

- a) Project Personnel

(List all personnel who will be working on the project and their titles)

- b) Facilities and Resources

(Explain where the services will be provided and what type equipment is needed to perform the services)

**4) Cost Detail Format and Requirements**

The proposed work should be broken down into the outline in Work Plan and Work Schedule (see Item 3) above) for the purpose of this proposal. The total cost of all tasks and milestones is estimated to be \$50,000 for completion of all tasks for ALL five riparian functions. Additional funding for mutually agreed upon tasks/amendments may be proposed by CALFIRE at a later date.

CAL FIRE retains the right to adjust the estimated value of this proposal and the identified tasks. Tasks may be deleted if it is determined there is not enough funding available to accomplish all five (5) tasks, based on projected costs received from the proposers. If additional funds are available tasks may be added back to the project at a later time based on the additional funding received for the project. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal.

The amount to be paid to the Contractor under the awarded Agreement includes all costs such as: direct labor and operating overhead; out of pocket expenses for travel and subsistence; subcontracting services; and all taxes, fees, bonds and insurance. The Contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore.

**5) Submission of Proposal**

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to Department of Forestry and Fire Protection by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Time Schedule, (page 3). Proposals received after this date and time will not be considered.
- d) A minimum of **8** copies (1 original marked as such, and 6 copies) of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP 8CA06028  
Scientific Literature Review  
Department of Forestry and Fire Protection  
Business Services, Contracts Office  
P.O. Box 944246  
Sacramento, CA 2460

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist (see page #19). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address

U.S. Postal Service Deliveries

Department of Forestry and Fire Protection  
Business Services, Contract Office  
P.O. Box 944246  
Sacramento, CA 94244-2460

Hand Deliveries

Department of Forestry and Fire Protection  
Business Services, Contract Office  
1300 U Street  
Sacramento, CA 94244-2460

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page # 20. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. (optional with agency)
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.

- u) No oral understanding or agreement shall be binding on either party.

## 6) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) The final selection will be made considering monetary costs, content of proposal, and proposer's qualifications. Proposals will be evaluated on a consensus scoring basis as indicated in item "d" below. Award, if made, will be to the highest scored responsible proposal for each of the five (5) functions.
- d) Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. The proposal will be scored by an evaluation team selected by the Board consisting of the Board's Contracting Representative, CAL FIRE employees and representatives of the Board's Technical Advisory Committee appointed to create and assist in Project implementation. Each proposal will be individually reviewed by the Evaluation Team members, and a consensus score developed for each criterion by the scoring members of the evaluation team. There will be no individual scores or written notes. Each of the five (5) Riparian Exchange Functions will be evaluated and scored separately, with an award made for each individual Function. A proposer may receive one or multiple awards dependent upon the score received for each individual Function.

A minimum of seventy-five (75) points out of one hundred (100) points possible must be achieved in this phase to be considered responsive. (A responsive proposal is one which meets or exceeds the requirements stated in this RFP)

### Rating/Scoring Criteria

### Maximum Possible Points

#### **1. Proposer Qualifications**

**15**

- a. Established record of written material, which is either published with peer-review or other unpublished work, in the selected (or general) riparian function area (e.g. wood riparian function or general riparian issues).
- b. Completed research/scholarly work in California's forested regions or work in other locations relevant to California's forested regions.
- c. Record of timely response to contracted tasks, proposal, and/or journal review.
- d. Level of national and/or international recognition for work in the selected (or general) area (e.g. wood or general riparian issues).

#### **2. Primer Review and Revisions**

**5**

- a. Familiarity with existing/historical scientific literature and research on forest management effects related to each riparian function that impacts anadromous salmonid fisheries in California.
- b. Familiarity with forestry operations in California and /or other western states.
- c. Familiarity with anadromous salmonid life cycle requirements.

#### **3. Literature Review**

**15**

- a. Ability to evaluate the scientific rigor of the study design and statistical significance of the study results.

- b. Ability to evaluate geomorphic regions and stream characteristics in California relevant to anadromous salmonids.
- c. Familiarity with Microsoft Access™ bibliographic documentation or a similar data base.

**4. Synthesis of Literature Reviewed 15**

- a. Ability and experience to synthesize information from many different topics into a cohesive report.
- b. Knowledge and involvement in ongoing research that would be valuable to the project goal.

**5. Presentation 5**

- a. Ability and experience in preparing and delivering clear and effective presentations to governmental entities and boards on topics related to Project.
- b. Experience and expertise in presentation using various media.

**7. Bid Amount 30**

The following formula will be used for the award of cost points:

Lowest cost proposal is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost/Other Proposer's Cost = (factor) x Maximum Cost Points (30) = Cost Points for Other Proposer.

EXAMPLE: Lowest cost proposal = \$75,000  
Other proposal = \$100,000

30 cost points available

$\$75,000/\$100,000 = .75 \times 30 \text{ Points} = 22.5 \text{ cost points awarded to other proposal.}$

**8. Completeness of Proposal towards meeting Project Goal and Description 15**

- a. Proposal provides for completion of multiple Riparian Function Literature reviews.
- b. Proposals containing multiple Riparian Function Literature reviews demonstrate coordination among experts conducting reviews.
- c. Proposals demonstrate cohesive presentation of literature review materials required by Tasks.
- d. Ability to retain qualified subcontractors, especially when multiple Riparian Function Reviews are conducted.

Total Written Proposal Points \_\_\_\_\_  
Total Cost Proposal Points \_\_\_\_\_  
Over all Proposal Points \_\_\_\_\_

**7) Award and Protest**

- a) Notice of the proposed award shall be posted in a public place in the office of Department of Forestry and Fire Protection, 1300 U Street, Sacramento, California for five (5) working days prior to awarding the agreement.

- b) If any proposer, prior to the award of agreement, files a protest with the Department of Forestry and Fire Protection and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of Forestry and Fire Protection a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

## **8) Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

## **9) Agreement Execution and Performance**

- a) Service shall start not later than ten (10) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

### **D.) Preference Programs**

**The Standard Agreement language for the preference programs can be found at the Internet web sites listed below:**

- 1) Small Business Preference  
[www.pd.dgs.ca.gov/smbus/sbcert.htm](http://www.pd.dgs.ca.gov/smbus/sbcert.htm)
- 2) Target Area Contract Preference Act (TACPA)  
[www.pd.dgs.ca.gov/edip/tacpa.htm](http://www.pd.dgs.ca.gov/edip/tacpa.htm)

- 3) Local Agency Military Base Recovery Area (LAMBRA) Act  
[www.pd.dgs.ca.gov/edip/lambra.htm](http://www.pd.dgs.ca.gov/edip/lambra.htm)
- 4) Enterprise Zone Act (EZA)  
[www.pd.dgs.ca.gov/edip/eza.htm](http://www.pd.dgs.ca.gov/edip/eza.htm)

E.) Required Attachments

**An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site [www.pd.dgs.ca.gov/dvbe/default.htm](http://www.pd.dgs.ca.gov/dvbe/default.htm). Select “DVBE Resource Packet” under “Related Web Sites.”**

**The DVBE package and the required submittal forms can be found at the Internet web site listed above.**

**Refer to the following pages for additional required attachments that are a part of this Agreement.**

ATTACHMENT 1REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items are in your proposal. Indicate the page number(s) or place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. Return this checklist with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet*
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions *
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).
	Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 6	Payee Data Record (STD 204) (if currently not on file)
_____ Attachment 7	Contractor Certification Clauses (CCC) 307* The CCC can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a> .
_____ Attachment 8	Target Area Contract Preference Act (TACPA) *
_____ Attachment 9	Enterprise Zone Act (EZA) *
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA ) Act*

**\*If applicable**

ATTACHMENT 2PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 3 through 18) nor the "Sample Agreement" at the end of this RFP.**

**For RFP Primary Only:**

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet  
May Be Cause For Rejection**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:	
_____	_____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

## Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT [WWW.CA.GOV](http://WWW.CA.GOV).

ATTACHMENT 3

SAMPLE COST PROPOSAL WORKSHEET

Complete a cost proposal worksheet for each Riparian Function being included in the proposal (e.g. a cost proposal for Biotic Riparian Function Literature Review, cost proposal for Heat Exchange Riparian Function etc.), and for each Task. When work is subcontracted identify primary contractor overhead/administrative costs

Riparian Exchange Function name: \_\_\_\_\_ Task #: \_\_\_\_\_

DIRECT LABOR	HOURS	RATE	TOTAL
Professional Science Expert	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____

SUBCONTRACTOR(S) COSTS	HOURS	RATE	TOTAL
Professional Science Expert	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____

DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
			\$ _____

TOTAL COSTS			\$ _____
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ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

## ATTACHMENT 5

The State intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the proposer, subcontractors, and the employees, officers, and/or directors of the proposer or subcontractors as they relate to this proposal and award of actual Agreement. Proposers are required to report any potential or actual conflicts of interest to the State. Proposers are responsible for discovering and reporting any conflicts of interest that may or do reside with their subcontractors. Notwithstanding the foregoing, the State reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest.

If the State becomes aware of a known or suspected conflict of interest, the proposer or subcontractor will be notified and given an opportunity to submit additional information to the evaluation team for consideration or to resolve the conflict and provide such explanation. A proposer or subcontractor with a suspected or actual conflict of interest will have five (5) working days from the date of notification to provide complete information regarding the conflict. If the State determines, before or after the award of the Agreement, that a conflict of interest exists or that there is an unavoidable appearance of a conflict of interest which cannot be resolved to the satisfaction of the State such determination shall be grounds for termination of the Agreement immediately.

**Note to Bidders:**

**The following \_\_16\_\_ pages represents a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this RFP.**

## STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

California Children and Families Commission (CCFC)

CONTRACTOR'S NAME

2. The term of this Agreement is: September 24, 2007 through May 30, 2008

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work XX Page(s)

Exhibit B – Budget Detail and Payment Provisions XX Page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) XX Page(s)

☐ Exhibit D\* Special Terms and Conditions

Exhibit E – Additional Provisions XX Page(s)

Exhibit F Resumes XX Page(s)

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

The Project is an independent scientific literature review of technical literature related to forest

☐ Exempt per \_\_\_\_\_

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to Department of Forestry and Fire Protection (CAL FIRE) services as outlined in the Scientific Literature Review RFP 8CA06028 and the Contractor's written proposal, which are incorporated by reference and become a part of this agreement, as described herein:

The Project is an independent scientific literature review of technical literature related to forest management effects on five different Riparian Exchange Functions in riparian zones that support anadromous salmonids in California. The five Riparian Exchange Functions are the following:

- Biotic and Nutrient Riparian Exchange Function
- Coarse Woody Debris Riparian Exchange Function
- Heat Riparian Exchange Function
- Sediment Riparian Exchange Function
- Water Riparian Exchange Function

The Project requires the Proposer to select appropriate literature, review literature, discuss/document literature findings, and present finding for each Riparian Exchange Function as described below:

- Appropriate articles will be selected for the literature review as described in Attachment 1, Task 2 and Exhibit G, Append F. Articles selected will help answer "Key Questions" about forest management effects on the riparian function. Preferred literature to be included is peer reviewed (or meets criteria provided for non peer reviewed literature), published after 1996, and is physically and geomorphically similar to conditions in California.
- Individual articles will be reviewed and information for articles will be summarized in a designated format (see Attachment 1, Task 3 and Exhibit G, Appendix G.).
- A summary and synthesis of all articles will be made for each Key Question (see Attachment 1, Task 4).
- A presentation on the Project will be made to the Board. (see Attachment 1, Task 5).

Contractor agrees to complete all Tasks by December 15, 2007 (except Attachment 1, Task 5.4) unless it is mutually agreed by both parties.

2. The services shall be performed at (location address where Contractor will perform the work).
3. The services shall be provided during the hours and days specified by the Contractor.
4. The project representatives during the term of this agreement will be:

State Agency: CAL FIRE/Board of Forestry & Fire	Contractor:
Name: Christopher Zimny, Regulations Coordinator	Name:
Phone: (916) 653-9418	Phone:
Fax: (916) 653-0989	Fax:

**EXHIBIT A**  
**(Standard Agreement)**

Direct all contract inquiries to:

State Agency	Dept. of Forestry and Fire Protection	Contractor:
Section/Unit:	Business Services, Contracts Office	Section/Unit:
Attention:	Elizabeth Garcia	Attention:
Address:	P.O. Box 944246, Sacramento, CA 94244-2460	Address:
Phone:	916-323-3827	Phone:
Fax:	916-323-1888	Fax:
Email:	Elizabeth.garcia@fire.ca.gov	

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Attachment 1, titled Detailed Scope of Work.

**ATTACHMENT 1**  
**Detailed Scope of Work**  
**(Standard Agreement)**

Project Tasks and deliverables required for each Riparian Exchange Function are described below. Five separate Tasks are listed. Contractor agrees to complete all Tasks for the Riparian Exchange Functions as described below:

**Task 1. Administration**

This Task provides a description of the administrative tasks including designation of contracting representatives, payments for deliverables, consultation requirements, contract revisions under this agreement, completion time frame, and maximum contract value.

- Task 1.1 Assign a Representative with authority for all Tasks, amendments to the contract, and financial responsibilities.
- Task 1.2 Meet with Board representatives by phone or in person periodically during the contract at an estimated rate of two times per month for purposes of Project coordination, progress check, and quality control.
  - Task 1.2.1 Meet with Board representative at approximately the half way point of completion of the initial riparian function literature review conducted by the Entity. The purpose of this is to ensure project goals are being met on the first riparian function and clarify expectations, results and provide direction for subsequent riparian function reviews within the contract.
- Task 1.3 The Board representative may request contract revisions and amendments for purposes of improving Contractor conformance with Project Tasks or for purposes of adding additional Tasks or Deliverables. Revisions shall be performed by Contractor. Amendments shall be by mutual agreement.
- Task 1.4 The Board prefers the contract be completed with a three month time frame.
- Task 1.5 The maximum contract value for completion of all Tasks of the Project, for all Riparian Exchange Functions reviews, is estimated to be \$50,000. The maximum values would include any amendments mutually agreed upon and any administrative/overhead fee incurred by the Proposer. Additional funding for mutually agreed upon tasks/amendments may be proposed by CAL FIRE.

**Deliverable:**

- Assignment of Contractor per Task 1.1
- Meeting with Contract Representative per Task 1.2 and 1.2.1
- Projects completion within three month time frame from award date.

**Task 2. For each Riparian Exchange Function, identify and obtain relevant literature to be reviewed.**

The goal of this Task is to ensure that a comprehensive compendium of literature is obtained and reviewed and all literature is relevant to the goal of the Project. The Board intends to include a wide breadth of literature as part of the review. This includes peer reviewed, non peer reviewed (certain gray literature including monitoring results, pilot projects, resource assessments, and conference proceeding etc.), and master's and doctoral research.

**ATTACHMENT 1**  
**Detailed Scope of Work**  
**(Standard Agreement)**

Additionally, the TAC found it necessary for efficiency to narrow the potential scope of literature to be reviewed. To help this goal, the TAC has written a "Primer" of well agreed upon scientific information regarding the riparian function which is intended to provide a starting point for literature review. The Board does not want to review literature that has wide consensus among professionals. The purpose of the Literature Review is to review articles that contribute knowledge to topics for which there is not well agreed upon scientific information. By establishing a "starting point" the Board desires to avoid reviewing unnecessary literature, and focus on literature that reveals new findings, refutes conventional knowledge, or supports hypotheses.

This Task includes review by the Contractor of the Primer and making critical comments and edits to validate the Primer.

Note: The Board may assist in procuring or providing selected literature and in creating a bibliographic format for listing procured documents as required in Tasks 2.3 to 2.5. The Board has obtained electronic copies of approximately 80% of the literature to be reviewed as part of this contract as listed in Exhibit G, Appendices A-G "Initial List of Literature for Review".

Literature obtained and reproduced as part of this contract is not intended to violate any copyright restrictions as stated in the literature by the author, publisher, or other entity with copyright authority. Contractor is not required as part of this contract to reproduce or otherwise use any literature with copyright restrictions.

**The Contractor shall:**

- Task 2.1 Review the Primer in the Appendices for the respective riparian function. Provide suggestions for edits that clarify, refute, or add relevant information contained in the Primer. Upon approval by the Contract Representative, revise the Primer to reflect changes.
- Task 2.2 Prepare a written assessment of the preliminary lists of literature compiled by the Board for each Riparian Exchange Function in Exhibit G, Appendices A-G. The assessment shall address completeness, relevance and adequacy towards meeting the goal of the Project, and contribution towards answering the Key Questions. Identify any listed literature in Exhibit G, Appendices A- G which is not relevant to the Project Goal. The assessment should use the revised Primer as a basis for addressing the completeness of the list.
- Task 2.3 Identify and revise lists in Exhibit G, Appendices A-G to best meet the Project Description, Project Goal, and Key Questions. Consider files submitted by the public as part of a Board public information request. Use Exhibit G, Appendix F: Literature Screening Criteria, for selecting articles and provide written documentation of criteria used for inclusion or exclusion of articles. Provide written documentation of articles that were submitted to the Board for consideration by the public, but were rejected based on the application of the Screen Criteria in Exhibit G, Appendix F. Document/list literature included using a format similar to *Microsoft End Notes* as shown in Exhibit G, Appendices A-G. Contractor will consult with Board Contracting Representative in selecting additional articles for review as part of the monthly consultation described in Task 1.3.

**ATTACHMENT 1**  
**Detailed Scope of Work**  
**(Standard Agreement)**

The amount of additional relevant articles to be reviewed by the awarded contractor will be limited to approximately 25% of the initial lists. These additional articles to be included in the Project will be selected and obtained by the Board for inclusion in the project within 14 days of the contract award, unless otherwise mutually agreed.

Task 2.4 Upon approval of Board Contract Representative, obtain all literature in Exhibit G, Appendices A-G.

Task 2.5 Submit one printed copy of literature reviewed as listed in Exhibit G, Appendices A-G and provide a CD of same material. Compiled literature shall have a cover, index of literature in bibliographic format, and pagination.

**Deliverable:**

- Review of Primer, suggest changes, and Revised Primer. Provide Primer in hardcopy and CD.
- Assessment of the preliminary list of literature compiled by the Board in Exhibit G, Appendices A-E.
- Documentation of article rejected using the Screening Criteria.
- Final list of literature to be reviewed (revised Appendices A- E).
- Paper copy and CD of compendium of literature reviewed.

**Task 3. For each Riparian Exchange Function conduct literature reviews.**

The Goal of this Task is to perform review of scientific literature identified in Task 2 (Identify and obtain relevant literature to be reviewed) for each Riparian Exchange Function. The literature review documentation should focus on providing answers and information for the Key Questions for each riparian function.

**The Contractor shall:**

Task 3.1 Review the literature for each article listed in the final list of articles as established in Task 2.4 for each individual scientific article, document the review as shown in Appendix G: Literature Review Format. Literature review documentation should be entered and formatted using MS Access Database or similar database programs. Proposer shall propose and describe the methodology, fields, and query terms for database format. Board Contracting Representative shall approve the database format prior to any literature review documentation described in this Task.

**Deliverable:**

- Propose and describe the methodology, fields, and query terms for database format.
- Completed literature review for each scientific article listed in Appendices A-E using a database format in Appendix G.
- Provide hard copy and CD format of compilation of all Appendix G literature reviews.

**Task 4: For each Riparian Exchange Function Key Question, provide a synthesis of literature reviewed.**

**ATTACHMENT 1**  
**Detailed Scope of Work**  
**(Standard Agreement)**

The required literature reviews outlined in Task 3 will result in many articles individually reviewed for each Key Question for each Riparian Exchange Function. To help the Board better understand the full breath of the articles reviewed, the Contractor will provide a synthesis of all articles reviewed for each Key Question under each Riparian Exchange Function.

Key Questions are generally formatted with “overarching Key Questions” followed by “sub- Key Questions”. The sub-Key Questions are written to generate detailed answers for specific components of the overarching Key Question.

**The Contractor shall:**

Provide a synthesis of aggregate articles reviewed for each overarching Key Question. The synthesis must include answers or provide a response to each sub-Key Question. The synthesis shall be documented in printed and CD format.

The synthesis for the overarching Key Question shall include the Contractor’s description of:

- Task 4.1 All findings and conclusions from articles reviewed for each Key Question. Include the contractor’s statement, perspective and conclusions, supported by the literature reviews in this project, on the status of scientific knowledge for the Key Question. Such conclusion would include appropriate management action for riparian buffers widths necessary to ensure proper function and other management actions valuable to sustaining riparian functions.
- Task 4.2 Answers or response to each sub-Key Question;
- Task 4.3 Extent to which literature findings lead to a uniform conclusion, and are consistent or inconsistent with each other.
- Task 4.4 Extent to which aggregate literature findings are generally reliable and specifically applicable to the Key Question.
- Task 4.5 Topics or answers to Key Questions for which additional research is needed to better answer questions or achieve Goal of Project.
- Task 4.6 Revise the deliverables in Tasks 4.1. to 4.5 following input and instructions from the Contracting Representative in consultation with Technical Advisory Committee.

**Deliverable:**

- Synthesis of all articles reviewed for the overarching Key Question as described in Tasks 4.1. to 4.4.
- Additional questions or research needed to better achieve Project Goal.

**Task 5: Prepare and present final submission of all Project Tasks**

The Board envisions all completed literature review components of the Project will be consolidated into a single report and the report will be presented in print/CD and orally to the Board in the manner described below.

**ATTACHMENT 1**  
**Detailed Scope of Work**  
**(Standard Agreement)**

**The Contractor shall:**

- Task 5.1     Upon completion of the Project, provide two printed copies and CDs of the entire project deliverables. The completed project report shall have and be organized with a cover, table of contents, Executive Summary and all other required deliverables.
- Task 5.2     Upon completion of the Project, report in person, as assigned, on the outcome of the Project. The oral presentation shall include a written Executive Summary of the entire Project; overview of the methodology used by the Contractor, summary of Task 4., and recommendation for additional needs to better achieve the Project Goal.
- Task 5.3     Appear in person, be available to respond to questions, and participate in the Board's "Technical Specialist Forum". Attendance at the Forum will be limited to an 8 hour period.

**Deliverable:**

- (2) completed sets of Project deliverables in printed copy and CD containing all deliverables for all Riparian Functions
- Oral presentation of Task 5.2
- Attendance and interaction at a one day/8 hr. Technical Specialist Forum.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment I, titled \_\_\_\_\_, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection  
Attention: Christopher Zimny, Regulations Coordinator  
P.O. Box 944246  
Sacramento, CA 94244-2460  
(916) 653-9418

- C. Contractor agrees that upon completion and acceptance by CAL FIRE of Task 2 and 3, 50 % of the initial contract value will be remitted to the Contractor. Upon completion and acceptance of Tasks 4 and 5, 40% of the initial contract value will be remitted to the Contractor. Upon completion and acceptance of Task 5.3, balance of contract payment will be remitted to the Contractor.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period.

**4. Progress Reports**

**EXHIBIT B**  
**(Standard Agreement)**

Contractor shall submit progress reports to CAL FIRE, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices.

**5. Progress Payments**

Progress payments are permitted for tasks completed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

**ATTACHMENT 1  
DETAILED COST PROPOSAL  
(Standard Agreement)**

**( TO BE ADDED UPON AWARD OF THE AGREEMENT )**

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within ten (10) days of CDF receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Right to Terminate (SCM 7.85)**

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

**4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**EXHIBIT D  
(Standard Agreement)**

**6. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**7. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**8. Non-Eligible Alien – All Sole Proprietor Contracts – (SCM 2.07)**

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

**9. Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

**2. Conflict of Interest**

The State intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, and the employees, officers, and/or directors of the Contractor or subcontractors as they relate to this Agreement. Contractors are required to report any potential or actual conflicts of interest to the State. Contractors are responsible for discovering and reporting any conflicts of interest that may or do reside with their subcontractors. Notwithstanding the foregoing, the State reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest.

If the State becomes aware of a known or suspected conflict of interest, the Contractor or subcontractor will be notified and given an opportunity to submit additional information or to resolve the conflict. A Contractor or subcontractor with a suspected or actual conflict of interest will have five (5) working days from the date of notification to provide complete information regarding the conflict. If at any time during the performance of this Agreement, the State determines, that a conflict of interest exists or that there is an unavoidable appearance of a conflict of interest which cannot be resolved to the satisfaction of the State such determination shall be grounds for termination of the Agreement immediately.

**EXHIBIT F  
Resumes**

**(TO BE ADDED UPON AWARD OF THE AGREEMENT)**

**EXHIBIT G**  
**Appendices**

See Web site: [http://www.bof.fire.ca.gov/board/board\\_proposed\\_rule\\_packages.aspx](http://www.bof.fire.ca.gov/board/board_proposed_rule_packages.aspx)  
See - **Threatened or Impaired Watersheds (T/I) Literature Review**

**Appendix A: Biotic and Nutrient Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix B: Wood Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix C: Heat Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix D: Sediment Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix E: Water Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix F: Literature review screening criteria**

**Appendix G: Literature review documentation form**